

AMENDMENT #2 TO CONTRACT EMPLOYMENT AGREEMENT

Melissa Cook
Family Nurse Practitioner

This Amendment #2 to the Contract Employment Agreement (this “Amendment #2”) is made effective March 24, 2022, between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners and Department of Health and Human Services (“Agency”) and Melissa Cook, FNP, an individual, 2449 SW Alice Kelley Street, McMinnville, OR 97128 (“Cook”).

RECITALS:

A. Agency and Cook are parties to that certain agreement dated as of February 7, 2019 (the “Underlying Agreement”), pursuant to which Cook provides professional clinic services to clients of Agency as directed by the HHS Director or designee. The Underlying Agreement is memorialized in Yamhill County records as Board Order 19-45. The Underlying Agreement was first amended on June 24, 2021, memorialized as Board Order 21-255 (“Amendment #1”).

B. Agency and Cook now desire to amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.

C. Capitalized terms not defined herein shall have the meanings attributed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Agency and Cook, intending legally to be bound, hereby agree as follows:

1. Section A, Subsection 3 of the Underlying Agreement is hereby deleted in its entirety and replaced with the following: “To provide 24 hours of service per week and in any event to work no more than 24 hours in any one week unless otherwise approved by the HHS Director or designee, dependent upon Agency needs for services and funding available. However, no minimum number of hours is guaranteed by this Agreement.”

2. Section B, Subsection 1 of the Underlying Agreement as last amended in Amendment #1 is hereby deleted in its entirety and replaced with the following: “Pay Cook the base rate of \$65.54 per hour for the Service described in Section A as assigned by the HHS Director or designee. The parties understand the Agency intends to assign 24 hours of work per week as negotiated with HHS Director or designee. Cook shall be paid based on timesheets submitted using the normal pay period schedule for employees.”

3. Section B, Subsection 6 of the Underlying Agreement is hereby deleted in its entirety and replaced with the following: “Provide the same medical coverage offered to eligible YCEA part-time employees at .60 equivalent (“FTE”) even though this contract employee position is a non-bargaining position.”

4. Section B, Subsection 9 of the Underlying Agreement is hereby deleted in its entirety and replaced with the following: “To credit Cook with Flexible Earned Time (“FET”) and all other employee leaves as allowed for YCEA employees at .60 full-time equivalent based on the FET accrual rate set forth in the YCEA collective bargaining agreement.”

5. The balance of the Underlying Agreement remains unchanged.

6. Ratification. Except as otherwise expressly modified by the terms of this Amendment #2, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and constitute valid and binding obligations of Agency and Cook enforceable according to the terms thereof.

7. Authority. Agency and Cook and each of the persons executing this Amendment #2 on behalf of Agency and Cook hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #2 and has taken all action required to authorize such party (and each person executing this Amendment #2 on behalf of such party) to enter into this Amendment #2, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

8. Binding Effect. All of the covenants contained in this Amendment #2 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

9. Counterparts. This Amendment #2 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #2.

10. Recitals. The foregoing recitals are intended to be a material part of this Amendment #2 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment #2 on the date indicated by their duly authorized officials.

MELISSA COOK, FNP

By: **Melissa Cook**
(signature)

Date: 03/03/2022

Digitally signed by Melissa Cook
DN: dc=us, dc=or, dc=yamhill, dc=co, ou=County,
ou=PHS, ou=Public Health, cn=Melissa Cook,
email=ccookm@co.yamhill.or.us
Date: 2022.03.03 13:16:30 -0800

YAMHILL COUNTY

By: _____
LINDSEY BERSCHAUER, Chair
Board of Commissioners

Date: _____

By: _____
LINDSEY MANFRIN, Director
Department of Health and Human Services

Date: _____

APPROVED AS TO FORM:

By: _____
CHRISTIAN BOENISCH
County Counsel

Date: _____

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6. Ratification. Except as otherwise expressly modified by the terms of this Amendment #2, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and constitute valid and binding obligations of Agency and Cook enforceable according to the terms thereof.

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MELISSA COOK, FNP

By: _____
(signature)

Date: 03/03/2022

YAMHILL COUNTY

By: *Lindsay Berschauer*
LINDSAY BERSCHAUER,
Chair Board of Commissioners

Date: _____

By: Lindsey Manfrin
LINDSEY MANFRIN, Director
Department of Health and Human Services
Date: _____

Digitally signed by Lindsey Manfrin
DN: cn=Lindsey Manfrin, o=Yamhill County, ou=County, email=Lindsey.Manfrin@yamhillcounty.org, c=US
Date: 2022.03.03 09:22:11 -0500

APPROVED AS TO FORM:

By: *Christian Boenisch*
CHRISTIAN BOENISCH
County Counsel

Date: 3/17/22

Accepted by Yamhill County
Board of Commissioners on
3/10/22 by Board Order
22-72